

REMARKS

Claims 96-99 have been amended. No claims have been added or cancelled. Therefore, claims 1-99 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 101 Rejection:

The Examiner rejected claims 96-99 under 35 U.S.C. § 101 as being directed to non-statutory subject matter. Applicants traverse this rejection. However, to expedite prosecution of the application, claims 96-99 have been amended to recite a tangible, computer accessible medium. Applicants respectfully request removal of the § 101 rejection.

Section 102(e) Rejection:

The Examiner rejected claims 1-11, 19-33, 38-68, 70-75, 76, 77 and 80-99 under 35 U.S.C. § 102(e) as being anticipated by Harvey et al. (U.S. Patent 6,487,583) (hereinafter "Harvey"). Applicants respectfully traverse this rejection for at least the following reasons.

Harvey discloses, in the Abstract, an:

Information and Application Distribution System (IADS) [that] operates, in one embodiment, to distribute, initiate and allow interaction and communication within like-minded communities. Application distribution occurs through the transmission and receipt of an "invitation application" which contains both a message component and an executable component to enable multiple users to connect within a specific community. The application object includes functionality which allows the user's local computer to automatically set up a user interface to connect with **a central controller** which facilitates interaction and introduction between and among users. (emphasis added)

Thus, Harvey discloses an Information and Application Distribution System (IADS) that operates, in one embodiment, to “distribute, initiate and allow interaction and communication within like-minded communities.” Harvey further discloses a central controller, a component of the IADS, which “facilitates interaction and introduction between and among users.” Applicants assert that the IADS disclosed by Harvey is thus taught in accordance with a client/server architecture as opposed to a peer-to-peer architecture.

Regarding claim 1, contrary to the Examiner’s assertion, Harvey fails to disclose a peer-to-peer network environment comprising a plurality of peer groups in column 24, lines 14-49 or elsewhere. In column 24, lines 14-20, Harvey states:

In order to provide multiple player game play through the Network 150 under the control of central controller module 115, a number of steps take place after a community information and subscription objects are received. Those skilled in the art will recognize that control could alternatively be accomplished through a peer-to-peer network or through other communications links.

Note that “peer-to-peer network” is introduced in the second sentence of the above citation as an example of a communications link. “Control” in the second sentence of the above citation clearly refers to central controller module 115 (see FIG. 1) establishing control over a user/client computer (see 110a and 110b of FIG. 1) as disclosed by Harvey. (Note that, in the description of Figure 1 in column 5, line 20-column 7, line 20, Harvey interchangeably refers to elements 110a and 110b as “users”, “clients”, and “computers”.) This is further clarified in column 24, lines 38-40:

Upon invocation of the executable component [on a user/client computer 110], connection to central controller module 115 may be established (step 410).

In column 24, lines 14-49, Harvey discloses a process through which connections may be established between user/client computer(s) 110 and central controller module 115 for control of the user/client computer(s) 110 by central controller module 115. Harvey further discloses that that connection and control could alternatively be accomplished through a peer-to-peer network as the communications link. However, in

neither the cited passage nor anywhere else does Harvey teach or suggest that the system including central controller module 115 and user/client computer(s) 110 constitutes a peer-to-peer network environment as cited in Applicants' claim 1. Applicant stresses the point that Harvey disclosing that control [of a user/client computer 110 by a central controller module 115] could alternatively be accomplished through a peer-to-peer network as the communications link is clearly not sufficient to establish that Harvey discloses a peer-to-peer network environment comprising a plurality of peer groups.

Applicant submits that neither in the cited passage (column 24, lines 14-49) nor elsewhere does Harvey mention, teach or suggest a peer-to-peer network environment comprising a plurality of peer groups. In fact, the only place in Harvey that the term "peer" or "peer-to-peer" is mentioned is in column 24, line 19, in the context of a peer-to-peer network which may alternatively be used as a communications link through which control may be established.

In further regard to claim 1, contrary to the Examiner's assertion, Harvey fails to disclose, in column 4, lines 20-43 or elsewhere, a peer-to-peer network environment comprising a plurality of peer groups, wherein each peer group comprises a plurality of peer group members, and wherein each peer group member comprises a network node configured to communicate with other members of its peer group over one or more networks, [and] wherein each peer group defines a common set of services available to members of that peer group. First, Harvey does not disclose a peer-to-peer network environment for at least the reasons presented above. In addition, Harvey fails to disclose peer groups comprising peer group members, wherein each peer group defines a common set of services available to members of that peer group. Instead, Harvey discloses an Information and Application Distribution System (IADS) that operates, in one embodiment, to "distribute, initiate and allow interaction and communication within like-minded communities." Harvey further discloses a central controller, a component of the IADS, which "facilitates interaction and introduction between and among users." Harvey nowhere teaches or suggests that the central controller functions as a peer group member, nor does Harvey teach or suggest a peer-to-peer relationship between the central

controller and the users. Note that the meaning of the terms “peer” and “peer-to-peer” is well understood by those of ordinary skill in art of computer network systems. No one of ordinary skill in the art would consider Harvey’s teachings to pertain to a peer-to-peer network environment comprising a plurality of peer groups, wherein each peer group comprises a plurality of peer group members, and wherein each peer group member comprises a network node configured to communicate with other members of its peer group over one or more networks, and wherein each peer group defines a common set of services available to members of that peer group, as recited in claim 1. Instead, Harvey clearly discloses that the relationship between the central controller and the users is in accordance with the client/server model in column 6, lines 14-49:

Central controller module 115 may function to permit clients 110 to interact with each other in connection with various applications, messaging services and other services which may be provided through IADS 100.

Central controller module 115 may preferably comprise either a single server computer or multiple server computers configured to appear to clients 110 as a single resource. Central controller module 115 may communicate with a number of data storage modules 160...Various databases may be available in a data storage module 160 as necessary depending upon the specific applications and services made available through IADS 100.

...data storage module 160 may include files associated with various applications which are accessed by users stationed at clients 110. (emphasis added).

Thus, it is clear from the above citation that, rather than disclosing peer groups that “define a common set of services available to members of that peer group”, Harvey discloses a server (central controller module 115) that serves applications and services stored on data storage modules 160 to clients 110 in accordance with a client/server model.

In further regard to claim 1, contrary to the Examiner’s assertion, Harvey fails to disclose, in column 11, line 62-column 12, line 5, or elsewhere, a plurality of members of [a] peer group...configured to share a network service or content with other members of said peer group only, so that said peer group defines a limited domain of availability for

said network service or said content. Instead, in column 11, line 67-column 12, line 5 Harvey discloses that the central controller module 115 may be provided with a list of users that may access a community, and the central controller module 115 may then access that list of users to govern access to the community:

A creator may provide to central controller module 115 a list of team members, along with appropriate information. Central controller module 115 may compare information provided by a user to the information provided by a creator, thereby governing access to the community.

Harvey further discloses that a community is created by a creator via the central controller module 115 in column 4, lines 24-26:

A creator accesses a central controller over a network to create a community using a community creating module. (emphasis added).

Harvey further discloses that the community is stored on data storage module 160 in column 6, lines 59-62:

As will be discussed in more detail below, according to an embodiment of the invention, various communities, clients, subscription objects, executable components and other items may be stored in data storage module 160. (emphasis added).

Clearly, Harvey teaches that a community is created by a creator via the central controller module 115 and stored on data storage module 160. The creator may provide a list of users that have access to the community stored on data storage module 160 to the central controller module 115. The central controller module 115 may then govern access to the community stored on data storage module 160 in accordance with the provided list of users. As previously noted by Applicants, Harvey clearly discloses that the central controller module 115 and the users (clients 110) interact according to a client/server model. Thus, what Harvey teaches in column 11, line 62-column 12, line 5 is control of access by clients (users) to data (a “community”) hosted by a server (central controller module 115) in accordance with a client/server model. It is clear, for at least the reasons presented above, that Harvey does not teach or suggest, in the cited passage or elsewhere, a plurality of members of [a] peer group...configured to share a network

service or content with other members of said peer group only, so that said peer group defines a limited domain of availability for said network service or said content.

Thus, for at least the reasons presented above, the rejection of claim 1 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 1 also apply to claim 70.

Regarding claim 2, contrary to the Examiner's assertion, Harvey fails to disclose, in column 11, lines 28-50 or elsewhere, a peer-to-peer network environment...wherein said common set of services comprises a membership service, wherein said membership service implements a membership protocol for joining a peer group such that any peer in the peer-to-peer network environment may apply for membership in the peer group in accordance with the membership protocol. Applicants respectfully assert that, in column 11, line 28-50, Harvey discloses that, in the process of creating a community, the creator may designate a privacy level for the community that may indicate what users (clients) may access the community (column 11, lines 28-31). As previously noted, Harvey discloses that a community is created by a creator via the central controller module 115, is stored in data storage module 160, and access to the community is controlled by a server (central controller module 115) in accordance with a client/server model. The privacy level disclosed by Harvey is simply a parameter of the community that may be set by the creator to indicate what users (clients) may access the community stored in data storage module 160 via the server (central controller module 115) in accordance with the client/server model, and may be set to a level that allows any user (client) to access the community via the central controller module 115 or set to other levels that restrict access to certain users to varying degrees.

Applicants respectfully assert that, for at least the reasons presented above, Harvey does not teach or suggest, in column 11, lines 28-50, or elsewhere, a membership service, which is one of a common set of services defined by a peer group and available to members of that peer group, wherein said membership service implements a membership protocol for joining a peer group such that any peer in the peer-to-peer

network environment may apply for membership in the peer group in accordance with the membership protocol.

Thus, for at least the reasons presented above, the rejection of claim 2 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 2 also apply to claims 28, 44, 71, and 87.

Regarding claim 3, contrary to the Examiner's assertion, Harvey fails to disclose, in column 11, lines 51-61, or elsewhere, a peer-to-peer network environment...wherein one or more members of said peer group are configured to provide said membership service for said peer group, wherein said membership service for said peer group implements a membership policy for said peer group restricting which peers in the peer-to-peer network environment are allowed to join said peer group. Applicants respectfully assert that, in column 11, line 51-61, Harvey discloses that, in the process of creating a community, the creator may designate specific users that may perform certain functions within the community (column 11, lines 51-53). One of the functions that may be delegated to a specific user may be that of approving individuals to join the community (column 11, lines 56-57); in other words, one of the functions delegated to a user may be that of approving which clients (users) may access the community via the central controller module 115. As previously noted, Harvey discloses that a community is created by a creator via the central controller module 115, is stored in data storage module 160, and access to the community is controlled by a server (central controller module 115) in accordance with a client/server model. The functions disclosed by Harvey are simply roles or tasks to be performed for the community hosted by the central controller module 115 that may be delegated by the creator to particular users. Applicants respectfully assert that a creator of a community delegating a function to a user/client of the community hosted by a server (central controller module 115) in accordance with a client/server model is distinctly different than a member of a peer group configured to provide a membership service for a peer group in a peer-to-peer networking environment.

Applicants respectfully assert that, for at least the reasons presented above, Harvey does not teach or suggest, in column 11, lines 51-61, or elsewhere, a peer-to-peer network environment...wherein one or more members of said peer group are configured to provide said membership service for said peer group, wherein said membership service for said peer group implements a membership policy for said peer group restricting which peers in the peer-to-peer network environment are allowed to join said peer group.

Thus, for at least the reasons presented above, the rejection of claim 3 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 3 also apply to claims 29, 45, 56, 63, 72, and 92.

Regarding claim 8, contrary to the Examiner's assertion, Harvey fails to disclose, in column 17, line 64-column 18, line 2, or elsewhere, a peer-to-peer network environment...wherein said peer group defines an implicit scope for all peer group messages originating within said peer group, so that a peer group message sent by one of the members of said peer group is sent to the members of said peer group but not outside said peer group, for at least the reasons presented for claim 1. In column 17, line 64-column 18, line 2, Harvey simply discloses an announcements screen where text messages may be posted. This is clearly disclosed in Harvey, column 10, lines 37-40:

A creator may select what text will be displayed on the announcements screen, as well as the text content on the announcements screen associated with an announcements tab. Text may include greetings, community news, announcements, or other information associated with the community.

Applicants respectfully assert that posting text messages such as “greetings, community news, announcements, or other information” to an announcements screen is clearly not the same as, or even suggestive of, the sending of peer group messages to the members of a peer group. Applicants note that the latter involves the transmission or broadcast of peer group messages formatted in accordance with a protocol via a communications channel from one peer group member to one or more other peer group members. Applicants stress that posting text messages has nothing to do with peer-to-peer communications.

Thus, for at least the reasons presented above, the rejection of claim 8 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 8 also apply to claim 75.

Regarding claim 19, contrary to the Examiner's assertion, Harvey fails to disclose, in column 9, lines 10-32, column 6, line 47-column 7, line 6, or elsewhere, a peer-to-peer network environment, wherein said common set of services available to members of said peer group implement protocols for joining and leaving said peer group and for sharing said network service or content within said peer group, wherein said protocols are platform independent as to programming language implementations and network transport for said common set of services. In column 9, lines 10-32, Harvey discloses "standard community templates and application objects". In column 9, lines 21-22, Harvey discloses that "standard application objects" may be available to all users. In column 6, line 47-column 7, line 6, Harvey discloses a data storage module 160 that stores "files associated with various applications which are accessed by users stationed at clients 110" (column 6, lines 47-49). Again, Applicants note that access to data storage module 160 by clients 110, and thus access to the standard application objects, is controlled by central controller module 115 in accordance with a client/server model. Applicants further respectfully assert that, neither in the cited passages nor elsewhere, does Harvey teach or suggest protocols for joining and leaving a peer group and for sharing network services or content within a peer group, wherein the protocols are platform independent as to programming language implementations and network transport. Nowhere does Harvey teach or suggest the notion of platform-independent protocols.

Thus, for at least the reasons presented above, the rejection of claim 19 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 19 also apply to claims 38, 49, 60 and 67.

Regarding claims 20, 27, 80, 90, 96, 97, and 99, similar arguments as made above for claims 1 and 2 apply. Thus, for at least the reasons presented above, the rejection of claims 20, 27, 80, 90, 96, 97, and 99 is not supported by the cited prior art and removal thereof is respectfully requested.

Regarding claim 39, 86, 91, and 98, similar arguments as made above for claim 1 and 2 apply. Specifically, Applicants respectfully assert that Harvey fails to disclose, in column 4, lines 20-43 or elsewhere, a common set of services to be instantiated within the peer group by members of the peer group. Harvey, as described in the arguments made above for claim 1, instead discloses a server (central controller module 115) that serves applications and services stored on data storage modules 160 to clients 110 in accordance with a client/server model.

In further regard to claim 39, 86, 91, and 98, Applicants note that the Examiner cites column 13, lines 5-26, and asserts that “an invitation serves the purpose of an advertisement.” The Examiner is incorrect. An invitation is not an advertisement that comprises an identifier for the peer group, a description of a common set of services to be instantiated within the peer group by members of the peer group, and a membership service advertisement indicating how others peers may request to join the peer group. Furthermore, for the standard of anticipation, it is not sufficient that the prior art teach something that serves the same purpose. For example, two different systems that serve the same purpose, but work in different ways are not identical under the standard of anticipation. This is well settled law. Anticipation requires the identical invention. Also, Harvey discloses that the invitation disclosed in column 13, lines 5-26 is sent to invited users. Applicants’ claim 39 states that at least a portion of an advertisement is published.

In further regard to claim 39, 86, 91, and 98, Applicants strongly disagree that the community identification information disclosed by Harvey in column 7, line 58-column 8, line 11 is analogous to an identifier for the peer group comprised in the advertisement. Further, nowhere in Harvey can Applicants find that the community identification

information disclosed in column 7, line 58-column 8 is included in an advertisement for the community, nor in an “invitation” for the community.

Thus, for at least the reasons presented above, the rejection of claims 39, 86, 91, and 98, is not supported by the cited prior art and removal thereof is respectfully requested.

Regarding claim 50 and 61, similar arguments as made above for claim 1 and 2 apply. In addition, Applicants note that the Examiner cites column 16, lines 50-59 as teaching peer nodes configured to participate in a peer discovery protocol to discover other peer nodes and discover one or more peer groups, wherein said discovering one or more peer groups comprises discovering one or more peer group advertisements for the peer groups. Applicants note that, in the cited passage, Harvey teaches a tool bar on a graphic interface that may allow a user to browse through a hierarchical structure that organizes various communities. Applicants strongly disagree that a tool bar and graphic interface as described in the cited passage that allow a user to visually browse various communities have anything at all to do with peer nodes configured to participate in a peer discovery protocol to discover other peer nodes and peer groups. Thus, for at least the reasons presented above, contrary to the Examiner’s assertion, Harvey fails to disclose peer nodes configured to participate in a peer discovery protocol to discover other peer nodes and discover one or more peer groups, wherein said discovering one or more peer groups comprises discovering one or more peer group advertisements for the peer groups.

Thus, for at least the reasons presented above, the rejection of claim claims 50 and 61 is not supported by the cited prior art and removal thereof is respectfully requested.

Applicants remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The identical invention must

be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). **The client/server based system of Harvey appears to have very little relevance to Applicants' claimed invention.** The independent claims of the present application are clearly not anticipated by Harvey.

Section 103(a) Rejections:

The Examiner rejected claims 12-15, 34-36, 69, 78 and 79 under 35 U.S.C. § 103(a) as being unpatentable over Harvey as applied to claim 1 above, and further in view of McLaughlin et al. (U.S. Patent 6,272,386) (hereinafter "McLaughlin"), claims 16-18 as being unpatentable over Harvey as applied to claim 1 above, and further in view of Lang et al. (U.S. Patent 5,867,799) (hereinafter "Lang"), and claim 37 as being unpatentable over Harvey and McLaughlin as applied to claims 20 and 35 above, and further in view of Lowery et al. (U.S. Publication 2002/0107935) (hereinafter "Lowery"). Applicants respectfully traverse these rejections for at least the reasons presented above regarding the independent claims. Accordingly, removal of the 35 U.S.C. § 103(a) rejections is respectfully requested.

In regard to the rejections under both § 102(e) and § 103(a), Applicants also assert that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the rejections have been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.



CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5681-07000/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☐ Petition for Extension of Time
- ☐ Notice of Change of Address
- ☐ Other:

Respectfully submitted,

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